

COTTONWOOD HEIGHTS

1265 East Ft. Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Request for Proposals

Insurance Consulting Services

1. **Introduction.** The city of Cottonwood Heights, Utah (the “City”) is a Utah municipality with approximately 60 employees that are covered by one or more elements of the City’s insurance plan. Current elements of the City’s employee insurance plan include medical, vision, dental and group life coverage. The City also has adopted a Section 125 (“cafeteria”) plan.

The City now is requesting proposals from qualified, objective, financially-disinterested proposers to provide insurance consulting services to, *inter alia*, help assure that City’s current employee insurance plan provides the cost-effective coverage that the City intends and to assist the City to identify and correct (through modifications to coverage) any deficiencies or defects in such insurance coverage, as all more fully explained in section 3 below. Such work, together with all ancillary and additional services as may be reasonably required to accomplish the desired project in a competent, comprehensive and finished manner, is referred to herein as the “Project.”

The City desires to enter into a contract with a qualified and acceptable consultant (the “Consultant”) for provision of all labor, supplies and materials necessary to successfully accomplish the Project. As more fully explained below, the selection of a Consultant will be based on the bid received as well as on the City’s determination of the bidders’ respective expertise, experience, and resources that can compliment the limited resources of the City in successfully accomplishing the Project.

To assure absolute objectivity and impartiality, each proposer, and the Consultant ultimately selected, must be financially disinterested from all effects of the City’s ultimate decision(s) concerning its employee insurance plan, and is prohibited from receiving (directly or indirectly, now or in the future) any remuneration or other thing of value from any insurer, broker, agent or other person or entity (except the City) in connection with the Project or arising from or attributable to any insurance products obtained by the City pursuant to the Project.

2. **Intent.** Although it is the intent of this Request for Proposals (this “Request”) to set forth the minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement (the “Consulting Agreement”) prepared by the City Attorney will be signed by the City and the selected Consultant detailing the final scope and parameters of the Project, completion timetable, interim reports, deliverables, etc.

3. **Detailed Description of Project.** The Project includes, without limitation, the following:

(a) **Analyze Current Plan.** Analyze the City's current employee insurance plan, including evaluation of employee need to employer cost.

(b) **Audit.** Audit policies, endorsements and invoices under the current insurance plan to verify rates and premiums for existing coverage.

(c) **Identify Deficiencies** Analyze policies for errors, omissions, overcharges and other deficiencies.

(d) **Consultation.** Consult with and advise the City concerning any perceived pricing, coverage and other defects in the current insurance plan and ways to address and resolve such defects.

(e) **Prepare RFPs.** Write one or more requests for proposals from insurers, brokers and/or agents for such new or modified insurance coverage as the City selects following consultation with Consultant, in compliance with all applicable procurement laws and policies.

(f) **Administer RFPs.** Act as City's principal resource in connection with such RFP process, including preparing specifications, fielding questions, gathering information, obtaining and analyzing quotations/proposals, reviewing all bids with the City, submitting recommendations to the City, and otherwise helping the City to understand each bid so that the City can make a final, fully-informed decision.

(g) **Negotiations.** Conduct negotiations with insurance companies, brokers and agents to effect policy language changes during purchase or renewal of insurance.

(h) **Administration.** Review and advise the City concerning third party administrator agreements and assist the City in selecting any necessary third party administrator(s).

(i) **Additional Related Services.** Perform such additional related services in connection with the City's employee insurance plan as the City reasonably may direct.

4. **Schedule.** The City anticipates the following schedule for the Project:

<u>Event</u>	<u>Date</u>
Request for Proposals Issued	17 February 2009
Proposal Deadline	16 March 2009, 5:00 p.m.

Signed Consulting Agreement

24 March 2009

Deadline for Completed Project

27 April 2009

5. **Proposal Requirements.** Responses to this Request are required to be submitted in triplicate to Linda W. Dunlavy, the City's Administrative Services Director, at the City's address specified above no later than 5:00 p.m. (MST) on Monday, 16 March 2009. No late responses will be accepted. Printed materials shall be 8 ½" x 11", portrait format. Charts may be in 8 ½" x 14" landscape style format. Each responsive proposal must include the following:

(a) **Price.** The proposed all-inclusive fee for the services contemplated herein, including all costs and expenses. The price must constitute the maximum dollar amount that will be charged to the City for the completed Project, as described herein.

(b) **Firm Qualification and Relevant Experience.** Describe, in sufficient detail, the proposer's qualifications and experience with similar projects. Provide references and contact information concerning such similar projects.

(c) **Project Team.** Identify, in an organizational chart format, the personnel to be assigned to the Project. Submit resumes for key personnel. Include a statement of commitment for non-substitution of key personnel without the City's prior written consent. Describe, in sufficient detail, local and home office support facilities and resources the proposer will provide to complete the Project. Response to this paragraph should emphasize personnel resources, in-house expertise, facilities and services.

(d) **Proposed Approach.** Describe, in sufficient detail, how the proposer plans to satisfy the requirements of the Project.

(e) **Project Schedule.** Outline the proposer's schedule to complete the Project.

(f) **Actions.** Summarize any disciplinary actions, suits by or against the proposer or related entities during the past three years.

(g) **Clearly Marked.** Proposal must be clearly marked as: "Proposal for Insurance Consulting Services for Cottonwood Heights."

(h) **Length.** The proposal shall not exceed 15 pages.

All proposals shall become the property of the City. Any proprietary information contained in the proposal must be clearly marked and delineated. The City may release any information contained in the proposal that is not marked and delineated as proprietary following execution of a contract for services.

6. **Identification of Anticipated Potential Problems.** The proposal also should identify and describe any potential problems or recommendations with respect to the Project.

7. **Evaluation Criteria and Selection Process.** Proposals submitted in response to this Request will be reviewed and ranked by a selection committee (consisting of the City's Administrative Services Director, Treasurer and Human Resources Generalist, with such assistance as may be requested by them from other City officers and employees) on the basis of several factors, including, but not limited to, bid amount, qualifications and relevant experience, project team, proposed approach, project schedule, ability to perform, and references. One or more firms may be invited to interview. The selection committee's recommendations will be forwarded to the City's Manager, who will make the final selection following consultation with the City's city council.

8. **Terms of Contract.** The successful applicant will be required to enter into a written Consulting Agreement with the City to provide the services contemplated herein. The City Attorney's office, working with the selected proposer, will negotiate the agreement. All provisions of the agreement will be in compliance with applicable laws, rules and regulations. Among other provisions, the Consulting Agreement shall include an express representation and warranty by the Consultant that the Consultant is financially disinterested from all effects of the City's ultimate decision(s) concerning its employee insurance plan, and will not receive (directly or indirectly, now or in the future) any remuneration or other thing of value from any insurer, broker, agent or other person or entity (except the City) in connection with the Project or arising from or attributable to any insurance products obtained by the City pursuant to the Project.

9. **Suspension of Process, Etc.** The City reserves the right to reject any and all responses to this Request, to waive any requirement set forth in this Request, and to accept any proposal deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any proposal submitted in response to this Request. Although the City anticipates selecting one of the responding proposers, there is no guaranty that any responding proposer will be selected or that the Project will be commenced or completed. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

10. **Special Important Information.** The following information is provided:

(a) **Insurance Coverage.** Insurance coverage will be required in accordance with the City's standard requirements (attached). Each proposer should thoroughly examine such insurance requirements and shall include appropriate proof of insurance certificates with its proposal. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

(b) Contact Person. For further information, contact Linda W. Dunlavy, Administrative Services Director, at (801) 944-7000.

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